

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO**

<b>In re:</b>  _____,  <b>Debtor(s)</b>	) ) ) ) ) )	<b>Judge Russ Kendig</b>     <b>Original Chapter 13 Form Plan</b>
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**A. Special Provisions**

Notwithstanding anything to the contrary set forth herein, this Plan shall include the provision(s) set forth below:

**G** Continued on attached separate page(s).

**B. General Provisions**

1. The debtor assumes the following unexpired leases and executory contracts:

<u>Creditor</u>	<u>Description of asset or contract</u>

**G** Continued on attached separate page(s).

Any executory contract or unexpired lease not identified above is deemed rejected.

2. The rights of holders of claims secured by a lien or mortgage on real property of the debtor shall be modified only to the extent of curing the default and shall result in reinstatement of the mortgage according to its original terms, with no default in scheduled payments. Any exception must be set forth with specificity in Special Provisions and may require additional motions or adversary proceedings.
3. The holder of any claim secured by property of the estate other than a mortgage treated elsewhere herein shall retain the lien until receipt of all payments provided for by this plan on account of the portion of the claim that is a secured claim under 11 U.S.C. § 506(a), at which time the lien shall terminate and be released by the creditor.

4. Within fourteen (14) days of a request by the trustee, the debtor shall provide copies of any tax returns filed during the pendency of this case and proof of payment, if applicable, and a copy of the debtor's current wage statement.

### **C. Direct Payment Of Mortgage Claims By Debtor**

- G** The debtor will make no direct payments to mortgage creditors holding prepetition claims, /or/
- G** The debtor is less than two (2) months delinquent and will make current monthly payments, as listed in the debtor's Schedule J, increased or decreased as necessary to reflect changes in variable interest rates, escrow requirements, collection costs, or similar matters, directly to the following creditors holding claims secured by a mortgage on the debtor's real property:

To creditor \_\_\_\_\_, monthly payments of \$ \_\_\_\_\_ ;

To creditor \_\_\_\_\_, monthly payments of \$ \_\_\_\_\_.

- G** Continued on attached separate page(s).

Any arrearage is provided for in section E4. The current monthly payments are to commence on all mortgages on the third due date (without reference to any grace period) immediately following the filing of the petition. Creditors shall add two monthly payments to any arrearage claim.

### **D. Payments By Debtor To The Trustee**

1. **Initial plan term.** The debtor will pay to the trustee \$\_\_\_\_\_ for \_\_\_\_\_ months, or all future disposable income, whichever is greater, for a period not less than 36 months. Any deviations shall appear in Special Provisions but are deemed to include all future disposable income language.

Payments shall be by **G** Wage Order on Employer **G** By Debtor ("Private Pay") in the form of money order or certified check. Payments must commence within thirty (30) days of filing the plan.

2. **Adjustments to initial term.** If the amount paid by the debtor to the trustee during the initial plan term does not permit payment of general unsecured claims as specified, then the debtor shall make additional monthly payments, during the maximum plan term allowed by law, sufficient to permit the specified payments.

### E. Disbursements by the Trustee

The trustee shall disburse payments received from the debtor under this plan as follows:

1. **Trustee's fees.** Payable monthly on disbursements.
2. **Priority claims of debtor's attorney.** Payable in full in allowed amounts, not to exceed the lesser of one-half of the funds on deposit with trustee or \$150.00 per month. If payable according to current administrative order, the amount is \$\_\_\_\_\_. Otherwise, attorney fees are payable upon application and must be described in Special Provisions.
3. **Current mortgage payments.** Not applicable unless trustee is making payments. Leave blank if debtor is paying direct or has no mortgages.

Payable according to the terms of the mortgage, as set forth below, and subject to any contrary proof of claim, commencing with the third payment due (without regard to any grace period) after the filing of the case. Debtor is responsible for making certain that wage deductions or Private Pays are sufficient to make the initial payment and, if not, debtor is responsible for paying additional funds to trustee in order for trustee to make the payments as set forth. Creditors shall add two monthly payments to arrearage claims to comply with the payment schedule set forth herein.

If trustee does not have sufficient funds to make a full mortgage payment, trustee will send notice, by the 10<sup>th</sup> of the month, to the mortgage holder at the address on the proof of claim as well as to any attorney who makes notice of appearance. Trustee will continue to make future payments and catch up delinquent payments if possible. Each month debtor remains delinquent, a notice will be sent to the mortgage holder as described above. Copies of said notice will be sent to debtor and debtor's attorney.

Mortgage payments shall cease as soon as all other creditors have been paid pursuant to debtor's confirmed plan and the arrearage claim of the mortgage holder has been paid. Trustee will request confirmation from the creditor as to the status of the mortgage payments and request the mortgage holder to send a payment book or statements to debtor upon termination of the pay order so that debtor can start making the correct regular mortgage payments on a date certain and debtor begins with a fresh start as to the mortgage debt.

Each of these payments shall be increased or decreased by trustee as necessary to reflect changes in variable interest rates, escrow requirements, collection costs, or similar matters; trustee shall make the change in payments as soon as practicable after receipt of a notice of the change issued by the mortgage holder, but no later than fourteen (14) days after such receipt. Trustee shall notify debtor of any such change at least seven (7) days before putting the change into effect.

To creditor \_\_\_\_\_, monthly payments of \$\_\_\_\_\_;

To creditor \_\_\_\_\_, monthly payments of \$\_\_\_\_\_.

**G** Continued on attached separate page(s).

4. **Mortgage arrears.** Payable as set forth below. The amount, but not the rate, is subject to any timely, contrary proof of claim. **Creditors should add two monthly payments to arrearage claims as mortgage payments commence with the third payment due after the filing of the case.**

To creditor \_\_\_\_\_ arrears of \$\_\_\_\_\_, payable monthly pro rata with interest at an annual rate of \_\_\_\_\_%%;

To creditor \_\_\_\_\_ arrears of \$\_\_\_\_\_, payable monthly pro rata with interest at an annual rate of % \_\_\_\_ %.

*Creditors who do not agree to rate of interest must object to confirmation or the rate in this paragraph is deemed to be absolute upon confirmation.*

**G** Continued on attached separate page(s).

5. **Secured non-mortgage claims to be paid full current balance.** Secured claims listed herein are to be paid in full during the plan term in the amounts stated in monthly installments, pro rata. The amount and rate are subject to contrary proofs of claim.

Creditor: \_\_\_\_\_ Collateral: \_\_\_\_\_ Estimated Balance \$\_\_\_\_\_;

Creditor: \_\_\_\_\_ Collateral: \_\_\_\_\_ Estimated Balance \$\_\_\_\_\_.

**G** Continued on attached separate page(s).

All claims subject to any security interest or lien, whether disputed or not, other than mortgages treated above, must be listed in this paragraph or paragraphs E6 or E7 immediately below, unless it is clearly indicated collateral is to be surrendered and prompt surrender is executed. If not listed and promptly surrendered, claim must be paid as secured.

6. **Mortgages and/or Judgment Liens to be stripped.**

Debtor will bring separate motions or adversary proceedings within twenty-one (21) days of filing this plan to strip and declare as unsecured the following mortgages or judgment liens:

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Balance</u>
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**G** Continued on attached separate page(s).

7. **Undersecured non-mortgage and non-judgment lien claims to be crammed down.**

Secured creditors listed herein are to be crammed down and hold a secured claim only to the extent of the value indicated below and an unsecured claim for the balance. Claims are to be paid pro rata in monthly installments. Secured claimants retain the lien securing the claim until the allowed secured portion of the claim is paid.

<u>Creditor</u>	<u>Collateral</u>	<u>Secured Value</u>	<u>Rate (%)</u>
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*Claims listed in this paragraph E7 are not subject to contrary proofs of claim and creditors objecting to the collateral description, secured value or interest rate must file timely objections to confirmation of the plan or be barred thereafter as treatment is absolute upon confirmation, except statutory tax liens, which will be paid as allowed.*

**G** Continued on attached separate page(s).

8. **Allowed priority claims other than those of the debtor's attorney.** Payable in full, without interest, on a pro rata basis. The total of all payments on non-attorney priority claims to be made by the trustee under the plan is estimated to be \$\_\_\_\_\_. Following is the debtor's estimate of known priority claims:

<u>Creditor</u>	<u>Source &amp; Year</u>	<u>Amount</u>
_____	_____	\$_____;
_____	_____	\$_____;
_____	_____	\$_____.

9. **General unsecured claims (GUCs).** All allowed nonpriority unsecured claims, not specially classified, including unsecured deficiency claims under 11 U.S.C. § 506(a), shall be paid, pro rata, to the fullest extent possible, but not less than \_\_\_\_\_ % of the allowed amount.

**F. Priority**

The trustee shall pay the amounts specified in section E of this Plan in the following order of priority: (1) trustee's authorized percentage fee; (2) priority claims of the debtor's attorney, in the amounts allowed; (3) secured claims paid in fixed monthly installments (pro rata in the event of an insufficiency); and the following items pro rata: (4) secured claims not paid in fixed installments; (5) priority claims other than those of the debtor's attorney; (6) specially classified nonpriority unsecured claims; and (7) general unsecured claims.

### **G. Post-Petition Claims**

Post-petition claims filed pursuant to § 1305(a)(1) shall be paid as allowed and subject to the right of the debtor to seek modification. All other post-petition claims may be allowed and paid only to the extent provided by § 1305(a)(2) and require either modification or motion and order.

\_\_\_\_\_  
Debtor's Signature - typed below

\_\_\_\_\_  
Debtor's Signature - typed below

\_\_\_\_\_  
Attorney's Signature - Name (state bar #), address, and phone typed below

**A. Special Provisions**

**B. General Provisions**

Creditor

Description of asset or contract

_____	_____
_____	_____

**C. Direct Payment Of Mortgage Claims By Debtor**

To creditor \_\_\_\_\_, monthly payments of \$ \_\_\_\_\_ ;

To creditor \_\_\_\_\_, monthly payments of \$ \_\_\_\_\_ .

**E. Disbursements By The Trustee**

3. **Current mortgage payments.**

To creditor \_\_\_\_\_, monthly payments of \$ \_\_\_\_\_ ;

To creditor \_\_\_\_\_, monthly payments of \$ \_\_\_\_\_ .

4. **Mortgage arrear.**

To creditor \_\_\_\_\_ arrears of \$\_\_ \_\_ \_\_, payable monthly pro rata with interest at an annual rate of \_\_\_\_\_%%;

To creditor \_\_\_\_\_ arrears of \$\_\_ \_\_ \_\_, payable monthly pro rata with interest at an annual rate of \_\_\_\_\_%%.

5. **Secured non-mortgage claims to be paid full current balance.**

Creditor: \_\_\_\_\_ Collateral: \_\_\_\_\_ Estimated Balance \$\_\_ \_\_ \_\_;

Creditor: \_\_\_\_\_ Collateral: \_\_\_\_\_ Estimated Balance \$\_\_ \_\_ \_\_.

6. **Mortgages and/or Judgment Liens to be stripped.**

<u>Creditor</u>	<u>Collateral</u>	<u>Estimated Balance</u>
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7. **Undersecured non-mortgage and non-judgment lien claims to be crammed down.**

<u>Creditor</u>	<u>Collateral</u>	<u>Secured Value</u>	<u>Rate (%)</u>
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8. **Allowed priority claims other than those of the debtor's attorney.**

<u>Creditor</u>	<u>Source &amp; Year</u>	<u>Amount</u>
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